IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

PATREECE REINEMANN,

Plaintiff,

vs. No.:

CIGNA GROUP INSURANCE,

Defendant.

PLAINTIFF'S COMPLAINT

AND NOW, comes the Plaintiff, Patreece Reinemann, by and through her undersigned counsel, Max Petrunya, Esquire and the law firm of Robert Peirce & Associates, P.C., and files the within Complaint to recover benefits due under a policy of disability insurance issued by Defendant CIGNA Group Insurance ("CIGNA").

JURISDICTION and VENUE

1. This action is brought pursuant to 28 U.S.C. § 1332. This Court has jurisdiction based upon diversity of the parties and the amount in controversy. Additionally, this is an action brought pursuant to Section 502(a), (e)(1) and (f) of ERISA 29 U.S.C. §§1132(a)(e)(1) and (f). This Court has subject matter jurisdiction pursuant to 29 U.S.C. §1132(e)(1), 28 U.S.C. §1331 and 28 U.S.C. §1367(a). Under Section 502(f) of ERISA, 29 U.S.C. §1132(f), the Court has jurisdiction without respect to the amount in controversy or the citizenship of the parties.

2. Venue is properly laid in this district pursuant to 28 U.S.C. §1391(a), as the Plaintiff resides in this district, became disabled in this district, was issued the subject insurance policy in this district, and the Defendant is subject to personal jurisdiction in this district.

PARTIES

3. Plaintiff Patreece Reinemann is an adult individual residing at 721 Forest Green Drive, Coraopolis, Allegheny County, Pennsylvania 15108.

4. Accordingly, Ms. Reinemann is a citizen of Pennsylvania.

5. Defendant CIGNA Group Insurance ("CIGNA") is a corporation with its principal place of business at 900 Cottage Grove Road, Bloomfield, Connecticut 06002.

FACTS

6. Plaintiff Patreece Reinemann was employed by Waste Management and was subject to a group policy for long-term disability benefits.

7. Ms. Reinemann was employed by Waste Management until November 5, 2012, when she became disabled as a result of spinal stenosis, back pain, bilateral leg pain, neck pain, anxiety, and depression.

8. Ms. Reinemann received $2,335.00 as a monthly benefit under the policy.

9. The policy number at issue in this matter is LK0980024.

10. After 24 months of payment, the definition of disabled shifted under Ms. Reinemann's policy, which indicates that a claimant is disabled when he or she is:

> a. Unable to perform the material duties of any occupation for which he or she is, or may reasonably become, qualified based on education, training or experience; and
>
> b. Unable to earn 60% or more of his or her Indexed Earnings.

11. On August 11, 2016, Defendant CIGNA denied further benefits under the policy on the basis that Ms. Reinemann no longer met the definition of disabled as contained in the policy.

12. Plaintiff is, however, totally disabled as defined by the policy.

13. Plaintiff filed timely appeals for her benefits. Her appeals were denied and Plaintiff has exhausted all of her administrative remedies associated with these appeals as of January 11, 2017.

COUNT I

ERISA CLAIM FOR BENEFITS UNDER THE PLAN – 29 U.S.C. 1132(a)(1)(b)

14. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth at length herein, and further alleges as follows.

15. The plan provides that Plaintiff is entitled to replacement disability income ("disability benefits") based upon her becoming and remaining disabled within the meaning of the plan.

16. Plaintiff has established her disability within the meaning of the plan and is entitled to disability benefits because she is unable to perform her occupation and is also unable to perform the material and substantial duties of any gainful occupation for which she is reasonably fitted by training, education, or experience.

17. On or about August 11, 2016, Defendant CIGNA denied Plaintiff's disability benefits. Plaintiff is entitled to payment of her disability benefits under the plan because her medical conditions prevented her, and continue to prevent her, from performing the material and substantial duties of her regular occupation and continue to prevent her from performing the material and substantial duties of any gainful occupation for which she is reasonably fitted by training, education, or experience.

18. Defendant's denial of long-term disability benefits constitutes denial of benefits governed by ERISA, and adversely affects the Plaintiff's eligibility for long term disability benefits.

WHEREFORE, the Plaintiff, Patreece Reinemann, demands judgment in her favor and against the Defendant in an amount in excess of the jurisdictional limits, plus costs of suit, plus pre and post-judgment interest, plus attorney's fees and costs.

Respectfully submitted,

By: /s/ Max Petrunya

MAX PETRUNYA, ESQUIRE
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